

2/16/2007

Indiana Department of Education
Division of School and Community Nutrition Programs

Agreement/Contract

This agreement/contract is between _____ a SFA (School Food Authority) and _____ the Contractor and distributor of food products. The term of this agreement/contract is from _____, 20____ thru _____, 20____. The performance of this agreement/contract is based on the specifications and special instructions outlined in the bid documents. If a bid was not conducted then performance is based on the following criteria:

This agreement/contract can be terminated by either party with a _____ day notice to the other party.

Non-performance is a breach of the agreement/contract and the SFA has the right to seek any and all legal restitution from the Contractor. If the SFA requires a performance bond, the SFA can exercise its rights under the bond.

All records and documents used to establish a claim for payment must be retained for at least three years past the date of the last payment for the contract period. All invoices for payment must be submitted to the SFA when product is delivered.

All disputes between the parties shall be resolved in thirty days or either party can initiate the termination process as outlined above.

The undersigned agree to all terms of this agreement/contract:

School Corporation

Contractor /Title

Printed Name

Printed Name

Signature

Signature

Title

Title